IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE AT NASHVILLE

WYNDHAM VACATI RESORTS, INC.,	ON)		
Plaintiff,)		
v.)	No. 3:10-cv-	1028	
TIMESHARE ADVOC INTERNATIONAL, LI SEAN K. AUSTIN and CHARLES MCDOWE))))	Judge Hayn	nes	
Defendants.)		
DEFEN	DANTS' JOINTI	LY PROPOS	ED VERDICT	FORM
Defendants subm	it the following Pro	oposed Jury V	erdict Form.	
Answer the follow	wing questions in a	ccordance wi	th the instructio	ns provided by the
Court.				
A. Trade Secrets A	<u>ct</u>			
1. Do you f	ind by a preponde	rance of the	evidence that t	he following defendants
violated the Tennessee U	niform Trade Secr	ets Act?		
				Damages (if "Yes")
a. Timeshare Advoc	cacy International	Yes	No	
b. Sean Austin		Yes	No	
c. Charles McDowe	:11	Yes	No	
[if your answer to	a, b, or c is "Yes,	" enter the a	nount of damag	es that you find Plaintiff
is entitled to and	are attributable to t	he particular	defendant in the	"Damages" column.]

B. <u>Interference with Business Relationships</u>

	2.	Do you find by a prepo	nderance	of the evidence	that that	the following
defend	lants in	terfered with Plaintiff's busine	ess relatio	onships?		
						Damages (if "Yes")
a.	Times	hare Advocacy International	Yes	No		
b.	Sean A	Austin	Yes	No		
c.	Charle	es McDowell	Yes	No		
	[if you	ar answer to a, b, or c is "Yes.	," enter tl	ne amount of dama	iges that yo	ou find Plaintiff
	is enti	tled to and are attributable to t	the partic	ular defendant in tl	ne "Damag	es" column.]
	3.	If you answered "Yes" to a	any of the	e defendants in Q	uestion 2,	list the persons
whose	busine	ss relationship was interfered	with by the	he Defendant for w	ho you ans	swered "Yes."
	a.	Timeshare Advocacy Interna	ational			
	b.	Sean Austin				
	c.	Charles McDowell				

C. <u>Civil Conspiracy</u>

are liable for unfair competition?

	4. Do you find by a prepondera	ance of the evic	lence that that the follo	wing defendants	
are lia	able for civil conspiracy?				
				Damages (if "Yes")	
a.	Timeshare Advocacy International	Yes	No		
b.	Sean Austin	Yes	No		
c.	Charles McDowell	Yes	No		
	[if your answer to a, b, or c is "Yes,	," enter the am	ount of damages that y	ou find Plaintif	
	is entitled to and are attributable to t	he particular d	efendant in the "Dama	ges" column.]	
D.	Breach of Salesperson Agreement	<u>s</u>			
	5. Do you find by a preponde	erance of the e	evidence that the follow	wing defendants	
breacl	ned their Salesperson Agreement with	Wyndham?			
				Damages (if "Yes")	
a.	Sean Austin	Yes	No		
b.	Charles McDowell	Yes	No		
	[if your answer to a or b or c is "Yes	s," enter the an	nount of damages that y	ou find Plaintif	
	is entitled to and are attributable to the particular defendant in the "Damages" column.]				
E.	Unfair Competition				
	6. Do you find by a prepondera	ance of the evic	dence that that the follo	wing defendants	

				Damages (if "Yes")		
a.	Timeshare Advocacy International	Yes	No			
b.	Sean Austin	Yes	No			
c.	Charles McDowell	Yes	No			
	[if your answer to a, b, or c is "Yes	," enter the am	ount of damages that y	ou find Plaintiff		
	is entitled to and are attributable to t	the particular d	efendant in the "Dama	ges" column.]		
F.	Procurement of Breach of Contra	ct – Preponde	erance of the Evidence	<u> </u>		
	7. Do you find by a preponder	ance of the evi	dence that any of the fo	ollowing		
defend	dants has procured a breach of one or	more Wyndha	m Owner contracts?			
				Damages (if "Yes")		
a.	Timeshare Advocacy International	Yes	No			
b.	Sean Austin	Yes	No			
c.	Charles McDowell	Yes	No			
	[if your answer to a, b, or c is "Yes	," enter the am	ount of damages that y	ou find Plaintiff		
	is entitled to and are attributable to the particular defendant in the "Damages" column.]					
	8. If you answered "Yes" to a	ny of the defer	ndants in Question 7, 1	ist the person(s)		
who b	preached their timeshare contract(s)	with Wyndh	am as a result of the	actions by the		
Defendant for who you answered "Yes."						
	a. Timeshare Advocacy Interna	ational				

	b.	Sean Austin			
	c.	Charles McDowell			
				_	
G.	Procu	rement of Breach of Contra	<u>ict – Clear and</u>	l Convincing Evide	<u>ence</u>
	9.	Do you find that Wyndham	has proved by	clear and convincing	g evidence that any
of the	followi	ing defendants procured a brea	ach of one or m	nore Wyndham Owr	er contracts by
clear a	and con	vincing evidence?			
					Damages (if "Yes")
a.	Times	share Advocacy International	Yes	No	
b.	Sean A	Austin	Yes	No	
c.	Charle	es McDowell	Yes	No	
	[if you	ur answer to a, b, or c is "Yes	," enter the am	ount of damages th	at you find Plaintiff
	is enti	tled to and are attributable to	the particular d	lefendant in the "Da	mages" column.]
	10.	If you answered "Yes" to an	ny of the defend	dants in Question 9	, list the persons for
whom	n Wyndl	ham has proved by clear and c	convincing evid	lence that they bread	ched their timeshare
contra	act(s) w	ith Wyndham as a result of	the actions by	the Defendant for	who you answered
"Yes."	,,				
	a.	Timeshare Advocacy Interna	ational		
		Saan Austin			

	c. Charles McDowell			
н.	Consumer Protection Act			
	11. Do you find by a preponde	erance of the	evidence that the	following defendants
violate	ed the Tennessee Consumer Protectio	n Act?		
				Damages (if "Yes")
a.	Timeshare Advocacy International	Yes	No	
b.	Sean Austin	Yes	No	
c.	Charles McDowell	Yes	No	
	[if your answer to a, b, or c is "Yes	," enter the a	mount of damages	that you find Plaintiff
	is entitled to and are attributable to	the particular	defendant in the "I	Damages" column.]
I.	Consumer Protection Act – Intent	tional or Wil	lful Violation	
	12. Do you find by a preponde	erance of the	evidence that the	following defendants
intenti	ionally or willfully violated the Tenne	essee Consum	ner Protection Act?	
				Damages (if "Yes")
a.	Timeshare Advocacy International	Yes	No	
b.	Sean Austin	Yes	No	
c.	Charles McDowell	Yes	No	

[if your answer to a, b, or c is "Yes," enter the amount of damages that you find Plaintiff is entitled to and are attributable to the particular defendant in the "Damages" column.]

J. <u>Punitive Damages</u>

Only answer this question if you have answered "Yes" to Question 1,2,4,6,7,9,11 or 12 above, and if so, only answer it with respect to any particular defendant for which you have answered "Yes" to one or more of those questions.

13. Has Wyndham proven by clear and convincing evidence that any of the Defendants acted intentionally, recklessly, maliciously, or fraudulently?

				Damages (if "Yes")
a.	Timeshare Advocacy International	Yes	No	
b.	Sean Austin	Yes	No	
c.	Charles McDowell	Yes	No	
	[if your answer to a, b, or c is "Yes	s," enter the am	ount of damages tha	nt you find Plaintiff
	is entitled to and are attributable to	the particular d	lefendant in the "Dar	mages" column.]
Forep	erson			
Date				

Respectfully Submitted,

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Attorney for Timeshare Advocacy International and Sean K. Austin

CERTIFICATE OF SERVICE

I hereby certify that on December 15, 2011, a copy of the foregoing was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties not so indicated on the electronic filing receipt will be served by undersigned counsel by first class mail, postage prepaid. Parties may access this filing through the Court's electronic filing system. Counsel in this case who will be sent notice by the court as indicated by the electronic filing receipt or who will be served by undersigned counsel are:

Courtney Gilmer, Esq. Baker Donelson Center, Suite 800 211 Commerce Street Nashville, Tennessee 37201

/s/ Greg Oakley
Gregory H. Oakley